

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

OCT 03 2016

SEAN F. McAVOY, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

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7 UNITED STATES DISTRICT COURT  
8 EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

10 Plaintiff,

Case No.: 2:16-CR-72-RMP

11  
12 vs.

Plea Agreement

13 JASON JAY LINGO,

14 Defendant.

15  
16 Plaintiff, United States of America, by and through MICHAEL C. ORMSBY,  
17 United States Attorney for the Eastern District of Washington, and Stephanie J. Lister,  
18 Assistant United States Attorney for the Eastern District of Washington, and  
19 Defendant, JASON JAY LINGO, and the Defendant's counsel, Colin G. Prince, agree  
20 to the following Plea Agreement:

21 1) Guilty Plea and Maximum Statutory Penalties:

22 The Defendant, JASON JAY LINGO, agrees to plead guilty, pursuant to  
23 Federal Criminal Procedure Rule 11(c)(1)(C), to Count 2 of the Indictment filed on  
24 April 20, 2016, charging the Defendant with Receipt of Child Pornography, in  
25 violation of 18 U.S.C. § 2252A(a)(2).

26 The Defendant, JASON JAY LINGO, understands that the charge contained in  
27 the Indictment is a Class C Felony. The Defendant, JASON JAY LINGO, also

28 PLEA AGREEMENT - 1

1 understands that the maximum statutory penalty for Receipt of Child Pornography, in  
2 violation of 18 U.S.C. § 2252A(a)(2), is not less than 5 years nor more than 20 years  
3 imprisonment; a fine not to exceed \$250,000; a term of supervised release of up to  
4 life; restitution, a Special Penalty Assessment of \$100; and registration as a sex  
5 offender.

6 The Defendant, JASON JAY LINGO, understands that a violation of a  
7 condition of supervised release carries an additional penalty of re-imprisonment for all  
8 or part of the term of supervised release without credit for time previously served on  
9 post-release supervision.

10 2) The Court is Not a Party to the Agreement:

11 The Court is not a party to this Plea Agreement and may accept or reject this  
12 Plea Agreement. Sentencing is a matter that is solely within the discretion of the  
13 Court. The Defendant understands that the Court is under no obligation to accept any  
14 recommendations made by the United States and/or by the Defendant; that the Court  
15 will obtain an independent report and sentencing recommendation from the U.S.  
16 Probation Office; and that the Court may, in its discretion, impose any sentence it  
17 deems appropriate up to the statutory maximums stated in this Plea Agreement.

18 The Defendant acknowledges that no promises of any type have been made to  
19 the Defendant with respect to the sentence the Court will impose in this matter. The  
20 Defendant understands that the Court is required to consider the applicable sentencing  
21 guideline range, but may depart upward or downward under the appropriate  
22 circumstances.

23 Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Defendant and the United States  
24 agree to jointly recommend that the Defendant be sentenced to five years  
25 imprisonment, to be followed by a 20 year term of supervised release, for receipt of  
26 child pornography.

1 If the Court does not accept the plea or chooses to sentence the Defendant to a  
2 greater or lesser sentence than the United States and the Defendant have agreed upon,  
3 the Defendant and the United States may each withdraw from the plea and this  
4 agreement is null and void.

5 3) Waiver of Constitutional Rights:

6 The Defendant, JASON JAY LINGO, understands that by entering this plea of  
7 guilty the Defendant is knowingly and voluntarily waiving certain constitutional  
8 rights, including:

- 9 a. The right to a jury trial;
- 10 b. The right to see, hear and question the witnesses;
- 11 c. The right to remain silent at trial;
- 12 d. The right to testify at trial; and
- 13 e. The right to compel witnesses to testify.

14 While the Defendant is waiving certain constitutional rights, the Defendant  
15 understands the Defendant retains the right to be assisted through the sentencing and  
16 any direct appeal of the conviction and sentence by an attorney, who will be appointed  
17 at no cost if the Defendant cannot afford to hire an attorney.

18 4) Elements of the Offense:

19 The United States and the Defendant agree that in order to convict the  
20 Defendant of Receipt of Child Pornography, in violation of 18 U.S.C. §  
21 2252A(a)(2)(A), the United States would have to prove beyond a reasonable doubt the  
22 following elements:

- 23 a. First, between on or about October 23, 2014, and continuing through on  
24 or about April 28, 2015, within the Eastern District of Washington and  
25 elsewhere, the Defendant, JASON JAY LINGO, knowingly received  
26 material that contained images of child pornography;

1       b.     Second, that the material had been mailed, shipped or transported in  
2             interstate or foreign commerce by any means, including by computer, or  
3             that the material was produced using materials that had been mailed,  
4             shipped or transported in interstate or foreign commerce by any means,  
5             including by computer; and

6       c.     Third, that at the time he received the material, the Defendant believed  
7             that such images constituted child pornography.

8       6)     Factual Basis and Statement of Facts:

9       The United States and the Defendant stipulate and agree that the following facts  
10      are accurate; that the United States could prove these facts beyond a reasonable doubt  
11      at trial; and these facts constitute an adequate factual basis for JASON JAY LINGO 's  
12      guilty plea. This statement of facts does not preclude either party from presenting and  
13      arguing, for sentencing purposes, additional facts which are relevant to the guideline  
14      computation or sentencing, unless otherwise prohibited in this agreement.

15      On March 11, 2015 and March 12, 2015, a United States Secret Service Agent  
16      from the Spokane Resident Office (SPO) identified an Internet Protocol (IP) address  
17      that was electronically distributing child pornography using Ares P2P software.  
18      Pursuant to a Subpoena, the registered subscriber was identified as Jason Lingo with  
19      an address of 4717 N. Napa, Spokane, Washington.

20      On April 28, 2015, a Federal Search Warrant was executed on Lingo's residence  
21      at 4717 N. Napa, Spokane, Washington. Items of evidentiary value were seized  
22      including digital media and one (1) Dell Laptop Computer, Serial Number  
23      35828030881. Lingo was advised and waived his *Miranda* rights. Lingo was then  
24      interviewed and confessed to possessing, receiving and distributing child pornography  
25      using his Dell computer from his residence.

1 A forensic examination of the digital media seized during the Search Warrant  
2 was conducted. At least 8,382 images and potentially 24,732 images (consisting of  
3 102 videos and 732 images) containing child pornography were located on the Dell  
4 Laptop Computer belonging to Lingo. The material located on Lingo's computer  
5 involved prepubescent minors who had not attained the age of 12 years and involved  
6 material that portrays sadistic or masochistic conduct or other depictions of violence  
7 According to the forensic examiner, the earliest files located on Lingo's Dell  
8 computer containing child pornography of victims identified by the National Center  
9 for Missing and Exploited Children, show a create/receipt on date of October 23, 2014  
10 and downloads as recent as April 28, 2015. The Operating System for Lingo's Dell  
11 computer was also installed on October 23, 2014, the day Lingo started receiving  
12 child pornography images on his computer. Additionally, search terms commonly  
13 related to child pornography were located on the computer, thus, indicating Lingo's  
14 knowledge and intent to receive and collect child pornography images via the Internet  
15 and his computer.

16 6) The United States Agrees:

17 At the time of sentencing, the United States agrees to move to dismiss Count 1  
18 of the Indictment, which charges the Defendant with Possession of Child  
19 Pornography, in violation of 18 U.S.C. § 2252A(a)(5)(B) and Count 3 of the  
20 Indictment, which charges the Defendant with Distribution of Child Pornography, in  
21 violation of 18 U.S.C. § 2252A(a)(2).

22 7) United States Sentencing Guideline Calculations:

23 The Defendant understands and acknowledges that the advisory United States  
24 Sentencing Guidelines (hereinafter "U.S.S.G.") are applicable to this case and that the  
25 Court will determine the Defendant's applicable sentencing guideline range at the time  
26 of sentencing.

1           a.     Base Offense Level:

2           The United States and the Defendant agree that the base offense level for  
3 Receipt of Child Pornography is 22. See U.S.S.G. §2G2.2(a)(2).

4           b.     Specific Offense Characteristics:

5           The United States and the Defendant also agree and stipulate that the base  
6 offense is increased by an additional two (2) levels because the material involved  
7 children who had not attained the age of 12. See U.S.S.G. §2G2.2(b)(2).

8           The United States and the Defendant also agree and stipulate that the base  
9 offense is increased by an additional two (2) levels because the offense involved  
10 distribution other than distribution described in subdivisions (A) through (E). See  
11 U.S.S.G. §2G2.2(b)(3)(F).

12           The United States and the Defendant also agree and stipulate that the base  
13 offense is increased by an additional four (4) levels because the offense involved  
14 material that portrays sadistic or masochistic conduct or other depictions of violence.  
15 See U.S.S.G. §2G2.2(b)(4).

16           The United States and the Defendant also agree and stipulate that the base  
17 offense is increased by an additional two (2) levels because the offense involved the  
18 use of a computer or an interactive computer service for the possession, transmission,  
19 receipt, or distribution of the material, or for accessing with intent to view the  
20 material. See U.S.S.G. §2G2.2(b)(6).

21           The United States and the Defendant also agree and stipulate that the base  
22 offense is increased by an additional five (5) levels because the offense involved more  
23 than 600 images of child pornography. See U.S.S.G. §2G2.2(b)(7)(D).

24           c.     Acceptance of Responsibility:

25           If the Defendant pleads guilty and demonstrates a recognition and an  
26 affirmative acceptance of personal responsibility for the criminal conduct; provides  
27 complete and accurate information during the sentencing process; does not commit  
28 PLEA AGREEMENT - 6

1 any obstructive conduct; accepts this Plea Agreement; and signs and provides this  
2 agreement for filing with the court no later than October 3, 2016, the United States  
3 will move for a three (3) level downward adjustment in the offense level for the  
4 Defendant's timely acceptance of responsibility, pursuant to U.S.S.G. §3E1.1(a) and  
5 (b).

6 The Defendant and the United States agree that the United States may at its  
7 option and upon written notice to the Defendant, not recommend a three (3) level  
8 downward reduction for acceptance of responsibility if, prior to the imposition of  
9 sentence, the Defendant is charged or convicted of any criminal offense whatsoever or  
10 if the Defendant tests positive for any controlled substance.

11 Furthermore, the Defendant agrees to pay the \$100 mandatory special penalty  
12 assessment to the Clerk of Court for the Eastern District of Washington, at or before  
13 sentencing, and shall provide a receipt from the Clerk to the United States before  
14 sentencing as proof of this payment, as a condition to this recommendation by the  
15 United States.

16 Therefore, the United States and the Defendant agree that the Defendant's final  
17 adjusted offense level would be 34.

18 d. Criminal History:

19 The United States and the Defendant understand that the Defendant's criminal  
20 history computation is tentative and that ultimately the Defendant's criminal history  
21 category will be determined by the Court after review of the Presentence Investigative  
22 Report. The United States and the Defendant have made no agreement and make no  
23 representations as to the criminal history category, which shall be determined after the  
24 Presentence Investigative Report is completed.

25 8) Jointly Recommended Term of Imprisonment:

26 The United States and the Defendant agree that this plea agreement is entered  
27 pursuant to Fed. R. Crim. P. 11(c)(1)(C) and to jointly recommend Defendant be

1 sentenced to 5 years imprisonment followed by a 20 year term of supervised release  
2 for receipt of child pornography.

3 9) Criminal Fine:

4 The United States and the Defendant are free to make whatever  
5 recommendation concerning the imposition of a criminal fine that they believe is  
6 appropriate.

7 10) Supervised Release:

8 The United States and the Defendant agree to recommend that the Court impose  
9 a 20-year term of supervised release to include the following special conditions, in  
10 addition to the standard conditions of supervised release:

- 11 a. that the Defendant not have contact with any child under the age of  
12 18, without the presence of an adult and approved in advance by the  
13 Probation Officer, this includes prohibiting the Defendant from  
14 having any contact with any child by telephone or the internet. The  
15 Defendant shall immediately report any unauthorized contact with  
16 minor-aged children to the Probation Officer;
- 17 b. that the Defendant allow the Probation Officer or designee to conduct  
18 random inspections, including retrieval and copying of data from any  
19 computer, and any personal computing device that the Defendant  
20 possesses or has access to, including any internal or external  
21 peripherals. This may require temporary removal of the equipment  
22 for a more thorough inspection. The Defendant shall not possess or  
23 use any data encryption technique or program. The Defendant shall  
24 purchase and use such hardware and software systems that monitor  
25 the Defendant's computer usage, if directed by the Probation Officer;
- 26 c. that the Defendant shall not reside or loiter within 500 feet of places  
27 where children under the age of 18 congregate, which includes



1 primary and secondary schools, schoolyards, parks, playgrounds,  
2 shopping malls, daycare centers, carnivals, recreation centers, and  
3 arcades;

- 4 d. that the Defendant shall not possess or manufacture any sexually  
5 stimulating, sexually explicit or sexually oriented material including  
6 videos, magazines, photographs, computer generated depictions, or  
7 any other matter that depicts "sexually explicit conduct" involving  
8 children or adults, as defined by 18 U.S.C. § 2256(2). The Defendant  
9 shall not enter or be present at any establishment involved in the sex  
10 industry, including adult book stores, massage parlors, escort services,  
11 and strip bars. The Defendant shall not use any sex-related adult  
12 telephone number. The Defendant shall provide all his/her telephone  
13 records to monitor compliance, at the direction of the Probation  
14 Officer;
- 15 e. that the Defendant register as a sex offender, according to the laws of  
16 each state in which the Defendant resides, is employed, or is attending  
17 school. The Defendant shall provide verification of compliance with  
18 this requirement to the Probation Officer;
- 19 f. that the Defendant complete a sex offender evaluation, which may  
20 include periodic psychological, physiological, polygraph testing, and  
21 completion of the ABEL assessment, at the direction of the Probation  
22 Officer;
- 23 g. that the Defendant participate and successfully complete an approved  
24 state-certified sex offender treatment program, including compliance  
25 with all lifestyle restrictions and treatment requirements of the  
26 program. The Defendant shall allow reciprocal release of information  
27 between the Probation Officer and the treatment provider. The

1 Defendant shall contribute to the cost of treatment according to the  
2 Defendant's ability.

3 11) Mandatory Special Penalty Assessment:

4 The Defendant agrees to pay the \$100 mandatory special penalty assessment to  
5 the Clerk of Court for the Eastern District of Washington, at or before sentencing,  
6 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United  
7 States before sentencing as proof of this payment.

8 12) Payments While Incarcerated:

9 If the Defendant lacks the financial resources to pay the monetary obligations  
10 imposed by the Court, the Defendant agrees to earn the money to pay toward these  
11 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility  
12 Program.

13 13) Restitution

14 The United States has not received any restitution requests in this case and thus,  
15 the parties have made no agreements with respect to restitution.

16 14) Forfeiture:

17 The Defendant, JASON JAY LINGO, agrees to voluntarily forfeit and  
18 relinquish all right, title and interest in all assets identified in the Notice of Criminal  
19 Forfeiture Allegations contained in the Indictment, to the United States, and hereby  
20 agrees to execute any and all forms and pleadings necessary to effectuate such  
21 forfeiture of such assets, including, but not limited to the following:

- 22 1) One (1) Dell Laptop Computer, bearing Serial Number 35828030881;  
23 2) SUBSTITUTE ASSET for Real Property known as 4717 N. Napa,  
24 Spokane, WA.

25 The Defendant agrees to remit to the United States, at the change of plea or at  
26 or before sentencing, \$8,000 in U.S. funds in the form of a cashier's check made  
27

1 payable to the "United States Marshal's Service", as a substitute asset in lieu of  
2 forfeiture of the below-described real property:

3 Real property known as 4717 N. Napa, Spokane, Washington, legally  
4 described as follows:

5 Lot 9 in Block 28 of Rochester Heights, in the City of Spokane, Spokane  
6 County, Washington, as per map thereof recorded in Book "C" of Plats,  
7 Page 34, in the Office of the County Auditor of said County.

8  
9 Tax Parcel Number(s): 36333.1209

10 If the Defendant timely makes payment of the substitute asset amount of  
11 \$8,000, the United States will release the lis pendens currently recorded against the  
12 real property.

13 The Defendant stipulates and agrees that if the \$8,000 in lieu of forfeiture is not  
14 provided as agreed herein, the real property located at 4717 N. Napa , in Spokane,  
15 Washington, legally described above, will be forfeited to the United States, and he  
16 will execute any pleadings necessary to complete such forfeiture to the United States  
17 in any judicial forfeiture proceeding, whether civil or criminal.

18 The Defendant acknowledges that the asset(s) covered by this agreement are  
19 subject to forfeiture as property used or intended to be used to commit or promote  
20 illegal conduct, and are therefore forfeitable to the United States pursuant to 18 U.S.C.  
21 § 2253.

22 The Defendant agrees to hold all law enforcement agents/officers, and the  
23 United States, its agents, and its employees harmless from any claims whatsoever  
24 arising in connection with the seizure and forfeiture of any asset covered by this  
25 agreement.

1 The Defendant waives further notice of any federal, state or local proceedings  
2 involving the forfeiture of the seized assets the Defendant is agreeing to forfeit in this  
3 Plea Agreement.

4 15) Additional Violations of Law Can Void Plea Agreement:

5 The Defendant and the United States agree that the United States may at its  
6 option and upon written notice to the Defendant, withdraw from this Plea Agreement  
7 or modify its recommendation for sentence if, prior to the imposition of sentence, the  
8 Defendant is charged or convicted of any criminal offense whatsoever or if the  
9 Defendant tests positive for any controlled substance.

10 16) Waiver of Appeal Rights and Collateral Attack:

11 Defendant understands that he has a limited right to appeal or challenge the  
12 conviction and sentence imposed by the Court. Defendant hereby expressly waives  
13 his/her right to appeal his/her conviction and the sentence the Court imposes,  
14 including any restitution order. Defendant further expressly waives his/her right to  
15 file any post-conviction motion attacking his/her conviction and sentence, including a  
16 motion pursuant to 28 U.S.C. § 2255, except one based upon ineffective assistance of  
17 counsel based on information not now known by Defendant and which, in the exercise  
18 of due diligence, could not be known by Defendant by the time the Court imposes the  
19 sentence.

20 17) Notice of Sex Offender Registration:

21 The Defendant has been advised and understands, that as a convicted sex  
22 offender, under the Sex Offender Registration and Notification Act, a federal law, the  
23 Defendant must register and keep the registration current in each of the following  
24 jurisdictions: the location of the Defendant's residence, the location of the Defendant's  
25 employment; and, if the Defendant is a student, the location of the Defendant's school.  
26 Registration will require that the Defendant provide information that includes name,  
27 residence address, and the names and addresses of any places at which the Defendant

1 is or will be an employee or a student. The Defendant understands that he/she must  
2 update his/her registrations not later than three business days after any change of  
3 name, residence, employment, or student status. The Defendant understands that  
4 failure to comply with these obligations subjects the Defendant to prosecution for  
5 failure to register under federal law, 18 U.S.C. § 2250, which is punishable by a fine  
6 or imprisonment, or both.

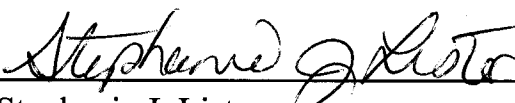
7 18) Integration Clause:

8 The United States and the Defendant acknowledge that this document  
9 constitutes the entire Plea Agreement between the United States and the Defendant,  
10 and no other promises, agreements, or conditions exist between the United States and  
11 the Defendant concerning the resolution of the case. This Plea Agreement is binding  
12 only upon the United States Attorney's Office for the Eastern District of Washington,  
13 and cannot bind other federal, state or local authorities. The United States and the  
14 Defendant agree that this agreement cannot be modified except in a writing that is  
15 signed by the United States and the Defendant.

16  
17 Approvals and Signatures

18 Agreed and submitted on behalf of the United States Attorney's Office for  
19 the Eastern District of Washington.

20 MICHAEL C. ORMSBY  
21 United States Attorney


22   
23 Stephanie J. Lister  
24 Assistant U.S. Attorney

10/3/16  
Date

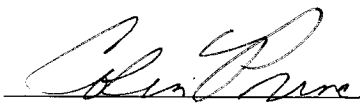
25  
26 I have read this Plea Agreement and have carefully reviewed and discussed  
27 every part of the agreement with my attorney. I understand and voluntarily enter into

1 this Plea Agreement. Furthermore, I have consulted with my attorney about my  
2 rights, I understand those rights, and I am satisfied with the representation of my  
3 attorney in this case. No other promises or inducements have been made to me, other  
4 than those contained in this Plea Agreement and no one has threatened or forced me in  
5 any way to enter into this Plea Agreement. I am agreeing to plead guilty because I am  
6 guilty.

7   
JASON JAY LINGO  
8 Defendant

  
Date

9  
10 I have read the Plea Agreement and have discussed the contents of the  
11 agreement with my client. The Plea Agreement accurately and completely sets forth  
12 the entirety of the agreement between the parties. I concur in my client's decision to  
13 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
14 Court should not accept the Defendant's plea of guilty.

15   
16 Colin G. Prince  
17 Attorney for the Defendant

  
Date